

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

BYRON GEOVANNY AREVALO FAJARDO,
CARLOS MARTELL, JOSE GUTIERREZ, JUAN
PEREYRA, IÑIGO MENDOZA RAMIREZ
(A/K/A EDUARDO MENDOZA RAMIREZ),
MIGUEL GARRIDO, REYMUNDO CHAVEZ
HERNANDEZ (A/K/A RAMON CHAVEZ
HERNANDEZ), RICHARD XAVIER
HERNANDEZ, AND SEBASTIAN ALFREDO
ESPINOSA VARGAS (A/K/A SEBBY ESPINOSA
VARGAS), JAIRO RIVAS, ELIAS ORDONES,
AND GEORGE PALTA *ON BEHALF OF
THEMSELVES AND OTHER SIMILARLY
SITUATED IN THE PROPOSED FLSA
COLLECTIVE ACTION*,

PLAINTIFFS,

-AGAINST –

WB MAINTENANCE & DESIGN GROUP, INC.,
W.B. & SON CONSTRUCTION CORP.,
WLADIMIR BRICENO, BETTY BRICENO,
JEISSY BRICENO, JEIMY BRICENO, AND
ALEXANDER BRICENO,

DEFENDANTS.

Case No. 21-cv-05236

DEFENDANTS' OFFER OF JUDGMENT TO PLAINTIFFS

Pursuant to Rule 68 of the Federal Rules of Civil Procedure (“Rule 68”), WB MAINTENANCE & DESIGN GROUP, INC., W.B. & SON CONSTRUCTION CORP., WLADIMIR BRICENO, BETTY BRICENO, JEISSY BRICENO, JEIMY BRICENO, AND ALEXANDER BRICENO, (collectively, “Defendants”), by their attorneys Koutsoudakis and Iakovou Law Group, PLLC, hereby offer to allow judgment in this action to be taken against them, jointly and severally, in favor of plaintiffs BYRON GEOVANNY AREVALO FAJARDO,

CARLOS MARTELL, JOSE GUTIERREZ, JUAN PEREYRA, IÑIGO MENDOZA RAMIREZ (A/K/A EDUARDO MENDOZA RAMIREZ), MIGUEL GARRIDO, REYMUNDO CHAVEZ HERNANDEZ (A/K/A RAMON CHAVEZ HERNANDEZ), RICHARD XAVIER HERNANDEZ, SEBASTIAN ALFREDO ESPINOSA VARGAS (A/K/A SEBBY ESPINOSA VARGAS), JAIRO RIVAS, ELIAS ORDONES, AND GEORGE PALTA (collectively, “Plaintiffs”) in the sum of Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00), inclusive of all Plaintiffs’ claims for relief, damages, expenses, and attorney’s fees, and in full and final settlement of all of Plaintiffs’ claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action, (the “FLSA Action” or “Action”), pursuant to the settlement agreement and release (the “Settlement Agreement”) reached by the parties in the FLSA Action and debtors in the five (5) chapter 11 bankruptcy cases entitled WB Maintenance Inc., dba WB Maintenance & Repair, et. al. bearing case no: 1-22-41755 (JMM) jointly administered (the “Chapter 11 Bankruptcy Cases”) commenced on July 22, 2022, in the Bankruptcy Court, Eastern District of New York.

This Offer is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed either as an admission that Defendant is liable in this action to you individually, or to any other putative member of any collective or class, or that you have suffered any damage.

The Defendants shall pay the aforesaid \$530,000.00 to Plaintiffs in one lump-sum payment in the amount of \$530,000.00 paid on or around the Effective Date (as that term is defined in [section 8.02 of] the Plan) of the Debtors’ plan of reorganization (joint or otherwise), as may be amended (“Plan”) filed in the Bankruptcy Cases.

Defendants shall serve this Offer of Judgment upon Plaintiffs by and through their

counsel, on or around the Effective Date of the Plan as defined therein.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure, and neither this Offer of Judgment nor any judgment that may result from it can be construed as an admission of liability on the part of Defendants, or any of them, or that Plaintiffs have suffered any damages. Acceptance of this Offer of Judgment will act to release and discharge Defendants from any and all claims that were or could have been alleged by Plaintiffs in this action, including any and all actions, causes of action, suits, liabilities, claims, charges, rights, and demands whatsoever, to the maximum extent permitted by law, which have accrued from the beginning of time through the date of this offer of judgment, including claims under 29 U.S.C. § 201, et seq. (“the Fair Labor Standards Act of 1938”), and Chapter 31 of the Consolidated Laws of New York (N.Y. Lab. Law § 1, et seq (McKinney) (the “New York Labor Law”) including but not limited to Articles 6 and 19 thereof, and the Hospitality Wage Order of the New York Commissioner of Labor, and/or all New York State Department of Labor regulations and/or industry specific wage orders and/or the claims in this action (collectively the “Wage and Hour Claims”) and all causes of action in the Amended Complaint including the First Claim through Tenth Claim, except for the assault and battery claim asserted in the Eleventh Claim against Alexander Briceno in the Action.

Acceptance of this Offer shall effect a dismissal with prejudice of all of Plaintiffs’ claims as set forth in the Amended Complaint in their entirety against Defendants (including its successors or assigns and any past and present employees, representatives and agents of Defendant) except for the assault and battery claim asserted in the Eleventh Claim against Alexander Briceno in the Action, and acceptance of this Offer shall effect a release of any additional wage claims arising out of Plaintiffs’ employment or alleged employment, including

but not limited to, any claims for unpaid wages, overtime, interest, and penalties. It shall effect dismissal without prejudice as to the claims of any putative class or collective action member identified in the Amended Complaint. Acceptance of this Offer shall effect a dismissal with prejudice of Plaintiffs' claims with respect to any alleged acts occurring before the date of this Offer, except for the assault and battery claim asserted in the Eleventh Claim against Alexander Briceno in the Action.

Judgment entered on this Offer shall not provide any grounds, directly or indirectly, for any order, ruling, judgment or award to Plaintiffs or any other individual against Defendant of any amount, benefit, or relief, including, but not limited to, any injunctive or equitable relief, not expressly offered herein. Acceptance of this Offer will operate to waive Plaintiffs' rights to any claim for interest on the amount of the Judgment.

Pursuant to Rule 68, this Offer of Judgment shall be deemed withdrawn unless Plaintiffs serve written notice of their acceptance within fourteen (14) days of the date on which this Offer of Judgment was served. Any evidence of this Offer of Judgment shall be inadmissible except in any proceeding to enforce its terms.

Dated: New York, New York
October 12, 2023

**KOUTSOUDAKIS & IAKOVOU
LAW GROUP, PLLC**

By: 

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